Exhibit H

March 17, 2009

BY OVERNIGHT MAIL

Metropolitan West Asset Management, LLC 11766 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90025 Attention: Richard Chesley

Paul, Hastings, Janofsky & Walker LLP 55 Second Street, 24th Floor San Francisco, CA 94105 Attention: David Hearth

> Re: Payment Due from Client Accounts Managed by Metropolitan West Asset Management, LLC

Gentlemen:

I am the head of the Derivatives Legal team for Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors, including Lehman Brothers Special Financing Inc. ("LBSF"). Commencing on September 15, 2008 and periodically thereafter (as applicable, the "Commencement Date"), LBHI and certain of its subsidiaries commenced with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). LBSF commenced its voluntary chapter 11 case on October 3, 2008.

By various items of correspondence, most recently dated January 5, 2009, Metropolitan West Asset Management, LLC ("Met West") has determined certain amounts (the "LBSF Receivables") to be owing to LBSF by mutual funds and client accounts managed by Met West (the "Accounts") under various ISDA Master Agreements (the "Agreements") and the swap transactions related thereto (the "Transactions") as set forth in the "Swaps Market Value" column on Annex A hereto. Met West has also, on behalf of certain of the Accounts, alleged a right to set off the LBSF Receivables against certain amounts allegedly owed to the Accounts by LBHI, Lehman Brothers Inc. and possibly other Affiliates of LBSF in relation to certain bonds, loans and trading obligations (the "Alleged Affiliate Payables"). These amounts appear in the "Bank Loans", "TBAs" and "Bond Holdings" columns on Annex A hereto. As described in more detail below, this purported setoff is unlawful and in violation of both the terms of the Agreements and the Bankruptcy Code. Accordingly, LBSF demands immediate payment of the LBSF Receivables plus interest as determined in accordance with the Agreements, which is accruing at the "Default Rate" as defined under the Agreements and is equal to LBSF's cost of funds plus 1%. LBSF has determined its cost of funds to be not less than overnight LIBOR plus 1250 basis points.

As both parties have repeatedly acknowledged, LBSF disputes the legality of setting off the LBSF Receivables against the Alleged Affiliate Payables due to, among other things, a lack of mutuality and possible issues concerning the timing of the acquisition of the relevant Alleged Affiliate Payables.

The Agreements themselves to do not permit setoff of obligations allegedly owed by an affiliate of the defaulting party against obligations owed to the defaulting party. The relevant provisions of the Agreements relating to setoff are as follows:

In addition to any rights of set-off a party may have as a matter of law or otherwise, upon the occurrence of an Event of Default, Credit Event

Upon Merger, or an Additional Termination Event and the designation of an Early Termination Date pursuant to Section 6 of the Agreement with respect to a party ("X"), the other party ("Y") will have the right (but not be obliged) without prior notice to X or any other person to set-off or apply any obligation of X owed to Y (and to any Affiliate of Y) (whether or not matured or contingent and whether or not arising under this Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y (and of any Affiliate of Y) owed to X (whether or not matured or contingent and whether or not arising under this Agreement, and regardless of the currency, place of payment or hooking office of the obligation).

As this language plainly indicates, the right of setoff provided for under the Agreements is expressly limited to the right of the non-defaulting party to setoff obligations owed by the defaulting party (whether such obligations are owed to the non-defaulting party or its affiliates) against obligations owed by the non-defaulting party and its affiliates; there are no contractual rights to set off payments owed by affiliates of the defaulting party against payments owed to the defaulting party.

Please also be advised that Met West's purported setoff, on behalf of the Accounts, constitutes a direct violation of the automatic stay extant under section 362 of the Bankruptcy Code, which expressly prohibits "the setoff of any debt owing to the debtor that arose before the commencement of the case under this title against any claim against the debtor." 11 U.S.C. § 362(a)(7). Neither section 362(b)(17) nor section 362(b)(27) of the Bankruptcy Code provides an exemption for setoffs not permitted by contract or that extend beyond swap agreements, repurchase agreements, securities contracts, commodities contracts and forward contracts (each as defined under the Bankruptcy Code). Setoffs against ordinary obligations such as payments allegedly owing under bonds and loans are in no way protected by these provisions, particularly when such setoff is not even contemplated by the Agreements. It should also be noted that pursuant to established case law, parties may be held in contempt of court for violating the automatic stay. See Fidelity Mortgage Investors v. Camelia Builders. Inc., 550 F.2d 47 (2d Cir. 1976); Colon v. Hart (In re Colon), 114 B.R. 890, 896 (Bankr. E.D. Pa. 1990) ("Many courts have held . . . that a willful violation of the statutory stay provision constitutes civil contempt and may be addressed as such.").

Based on the foregoing, the purported set off by Met West, on behalf of the Accounts, is an unlawful act not permitted by the Agreements or the Bankruptcy Code and LBSF demands immediate payment of the LBSF Receivables, plus applicable interest as determined in accordance with the Agreements. Please see <u>Annex B</u> hereto for account information and wiring instructions. Any such payment shall moreover be without prejudice to LBSF's right to verify or dispute the accuracy of the LBSF Receivables.

If Met West does not immediately make payment of all amounts due, LBSF will take all appropriate legal action. In accordance with the Agreements, interest will continue to accrue on the amount due and owing to LBSF at the rate determined by the contract until the LBSF Receivables and all applicable interest thereon have been paid. This letter is sent without prejudice to or limitation of any rights or remedies LBSF may have under any agreement(s) or other document(s) related to the Agreements or the Transaction(s), or applicable law, and LBSF hereby reserves all rights and remedies under such agreement(s), document(s) and applicable law. Nothing herein shall be construed as an admission of any fact or the establishment of any position by or on behalf of LBSF.

If you have any questions, please do not hesitate to contact me (212-526-7186) or Lehman's external counsel on this matter, David Fertig (212-310-8143).

Very truly yours,

Locke R. McMurray

cc: George Cahill David Fertig Jim Glen Christy Searl 08-13555-mg Doc 3431-8 Filed 04/24/09 Entered 04/24/09 15:11:37 Exhibit H Pg 5 of 11 despesses ess sest a per

Annex A

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MatWest / West Gate - Summary All Accounts
Lehman Termination - Revised 12/2/88 (Includes Swaps, Bank Loans and Bond Holdings)

ON BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

January 14, 2009

To: Counterparties to Lehman Brothers Special Financing Inc

Re: LBSF Standard Settlement Instructions - IMMEDIATE ACTION REQUIRED

Effective immediately, please ensure the beneficiary wire information for settlement transactions with Lehman Brothers Special Financing Inc. are directed to the settlement accounts listed on the following pages. Your prompt attention and implementation is greatly appreciated.

Please make sure to follow these specific directions when remitting funds. Failure to comply with these instructions may cause your remittance to be returned by the bank.

Include your entity's name and trade identifier, if available, in the Reference field.

For all FX transfers other than CAD, EUR, GBP and JPY, instruct "For further credit to: Lehman Brothers Special Financing a/c 152308786598" in the routing instructions (in addition to listing your entity's name and trade identifier in the Reference field).

To the extent any funds are transferred to a Lehman entity in satisfaction of an amount that has been calculated by a counterparty, kindly be advised that unless otherwise specifically agreed Lehman is not able at this time to verify such calculations and must reserve its right to request further funds if its calculations later show a greater amount due, and also reserves any other rights that it may have under applicable law.

If you have any questions, please contact Yuliya Martiak at Yuliya.Martiak@lehman.com or Helen Chu at Helen.Chu@lehman.com.

Ву:	
	David Coles
	Chief Financial Officer, Treasurer and Controller

Lehman Brothers Special Financing, Inc.

IN BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

AED (UAE Dirhams)

Pay National Bank of Abu Dhabi, Abu Dhabi

Swift NBADAEAAVOS

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 250009440 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

AUD (Australian Dollar)

Pay National Australia Bank Limited, Melbourne

Swift NATAAU33033

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 1803005789500

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

CAD (Canadian Dollar)

Pay Citibank N.A., London (direct via MT103)

Swift CITIGB2L

For Lehman Brothers Special Financing - DIP

a/c 001-2136333

Reference: [Include your counterparty name and applicable trade identifier]

Send Separate cover message (MT202) via your correspondent bank to Citibank Canada, Toronto

(CITICATT)

CHF (Swiss Franc)

Pay UBS AG, Zurich

Swift UBSWCHZH80A

For US Bank, Minneapolis, MN

Swift USBKUS44FEX

a/c 02300000078890050000N

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

CZK (Czeck Koruna)

Pay BAWAG Bank CZ AS, Prague

Swift BAWACZPP

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 4049215502CZK

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

LEHMAN BROTHERS

1271 AVENUE OF THE AMERICAS, 45^{98} FLOOR, NEW YORK, NY 10019 TEL 212 526-3778

ON BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

DKK (Danish Kroner)

Pay Danske Bank, Copenhagen

Swift DABADKKK

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 39963007504713

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

EUR (Euro)

Pay Citibank N.A., London (without deduction via direct clearing linkage)

Swift CITIGB2L

For Lehman Brothers Special Financing Inc - DIP

a/c 001-2136325

Reference: [Include your counterparty name and applicable trade identifier]

GBP (British Pound)

Pay Citibank N.A., London (without deduction via direct clearing linkage)

Swift CITIGB2L Sort Code 18-50-08

For Lehman Brothers Special Financing Inc - DIP

a/c 001-2136368

Reference: [Include your counterparty name and applicable trade identifier]

HKD (Hong Kong Dollar)

Pay Hang Seng Bank Limited, Hong Kong

Swift HASEHKHH

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 250012507001 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

HUF (Hungary Forint)

Pay Magyar Kulkereskedelmi Bank RT, Budapest

Swift MKKBHUHB

For US Bank, Minneapolis, MN

Swift USBKUS44FEX

a/c 10300002-2052049000003285

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

ON BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

ILS (Israeli Shekel)

Pay Bank Hapcalim B.M., Tel Aviv

Swift POALILIT

For US Bank, Minneapolis, MN

Swift USBKUS44FEX

a/c 517375 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

INR (Indian Rupees)

Pay Bank of Nova Scotia, Bombay

Swift NOSCINBB

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 012/12/921180

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

JPY (Japanese Yen)

Pay Citibank N.A., London (direct via MT103)

Swift CITIGB2L

For Lehman Brothers Special Financing Inc - DIP

a/c 001-2136341

Reference: [Include your counterparty name and applicable trade identifier]

Send Separate cover message (MT202) via your correspondent bank to Citibank N.A., Tokyo

(CITIJPJT). Favour acct number a/c 0201109418.

KRW (Korean Won)

Pay Standard Chartered Bank, Seoul

Swift SCBLKRSE

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 5038967254

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

MXN (Mexican Peso)

Pay Banamex, Mexico City Swift CITIUS33MER

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 00028075053

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

LEHMAN DROTHERS

ON BEHALF OF LEHMAN BROTHERS HOLDINGS INC.

NOK (Norwegian Kroner)

Pay Den Norske Bank ASA, Oslo

Swift DNBANOKK

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 7001-02-42965 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

NZD (New Zealand Dollar)

Pay Bank of New Zealand, Wellington

Swift BKNZNZ22985

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 2435190001 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

PLN (Polish Zloty)

Pay Bank Pekao SA, Warsaw

Swift PKOPPLPW

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 1458601112 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

SAR (Saudi Riyals)

Pay National Commercial Bank, Jeddah

Swift NCBKSAJE

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 55531159000108 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

SEK (Swedish Kroner)

Pay Skandinaviska Enskildabanken, Stockholm

Swift ESSESESS

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 52018513680 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

LEHMAN BROTHERS

ON SCHALE OF LEHMAN BROTHERS HOLDINGS INC.

SGD (Singapore Dollar)

Pay United Overseas Bank, Singapore

Swift UOVBSGSG

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 101-399-071-4

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

THB (Thailand Baht)

Pay Standard Chartered Bank, Bangkok

Swift SCBLTHBX

For US Bank, Minneapolis, MN

Swift USBKUS44FEX

a/c 100201482 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

TRY (Turkish Lira)

Pay Garanti Bank, Istanbul

Swift TGBATRIS093

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 930-6499679 Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]

USD (US Dollar)

Pay Citibank N.A., New York

Swift CITIUS33 ABA 021-000-089

For Lehman Brothers Special Financing Inc. - DIP

a/c 3078-4731

Reference: [Include your counterparty name and applicable trade identifier]

ZAR (South African Rand)

Pay Nedbank, Johannesburg

Swift NEDSZAJJ

For US Bank, Minneapolis, MN

Swift USBKUS44FEX a/c 1986250784

Attn STL FX

For further credit to: Lehman Brothers Special Financing a/c 152308786598 Reference: [Include your counterparty name and applicable trade identifier]